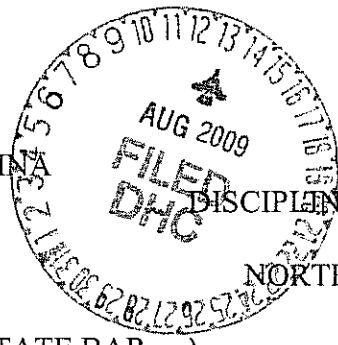


STATE OF NORTH CAROLINA  
COUNTY OF WAKE



BEFORE THE  
DISCIPLINARY HEARING COMMISSION  
OF THE  
NORTH CAROLINA STATE BAR

09 DHC 14

THE NORTH CAROLINA STATE BAR, )  
)  
Plaintiff )  
)  
v. )  
)  
JENNIFER Y. LEECH, )  
)  
Defendant )

**ANSWER**

NOW COMES Defendant Jennifer Y. Leech, by and through her undersigned counsel of record, and in answering the Complaint of the Plaintiff North Carolina State Bar filed July 1, 2009, states and alleges the following:

**FIRST DEFENSE:**

The Plaintiff's Complaint fails to make a claim upon which relief could be granted and should therefore be dismissed pursuant to Rule 12(b)(6) of the North Carolina Rules of Civil Procedure.

**SECOND DEFENSE:**

1. The allegations contained in paragraph 1 of the Complaint are admitted.
2. The allegations contained in paragraph 2 of the Complaint are admitted.
3. The allegations contained in paragraph 3 of the Complaint are admitted.

**THIRD DEFENSE:**

4. The allegations contained in paragraph 4 of the Complaint are admitted.
5. The allegations contained in paragraph 5 of the Complaint are admitted.
6. The allegations contained in paragraph 6 of the Complaint are denied. The true facts being that all attorneys contracting with Defendant were members of the service that her firm provided.
7. The allegations contained in paragraph 7 of the Complaint are admitted.
8. The allegations contained in paragraph 8 of the Complaint are admitted.
9. The allegations contained in paragraph 9 of the Complaint are admitted.
10. The allegations contained in paragraph 10 of the Complaint are admitted.

11. The allegations contained in paragraph 11 of the Complaint are admitted.
12. The allegations contained in paragraph 12 of the Complaint are denied.
13. The allegations contained in paragraph 13 of the Complaint are admitted.
14. The allegations contained in paragraph 14 of the Complaint are admitted.
15. The allegations contained in paragraph 15 of the Complaint are admitted.
16. The allegations contained in paragraph 16 of the Complaint are admitted in part and denied in part. The true facts being that the payment agreement between Defendant and the contract attorneys was not "fee splitting" as determined by the North Carolina Rules of Professional Conduct. Furthermore each and every client knew that their case would be assigned to a contract attorney as such intent was clearly stated in the solicitation letter even prior to representation.
17. The allegations contained in paragraph 17 of the Complaint are admitted.
18. The allegations contained in paragraph 18 of the Complaint are admitted.
19. The allegations contained in paragraph 19 of the Complaint are admitted.
20. The allegations contained in paragraph 20 of the Complaint are admitted. Defendant did assign a contract attorney to represent Mr. Jonigan, however as the result of a clerical error, the contract attorney did not receive payment from Defendant and did not appear.
21. The allegations contained in paragraph 21 of the Complaint are admitted. Once Mr. Jonigan contacted Defendant and advised her of the receipt of the DMV letter, Defendant immediately contacted the contract attorney, ascertained the problem, provided payment and the contract attorney appeared on behalf of Mr. Jonigan to have the FTA struck.
22. The allegations contained in paragraph 22 of the Complaint are admitted.
23. The allegations contained in paragraph 23 of the Complaint are admitted.
24. The allegations contained in paragraph 24 of the Complaint are denied. The true facts being that Mr. Williams' court date was improperly assigned and recorded by the Court. The client's case was showing as set for September 22, 2007 when, in fact, it was actually set for August 16, 2007.
25. The allegations contained in paragraph 25 of the Complaint are denied. The true facts being that no attorney appeared to represent Mr. Williams on his Court date of

August 16, 2007 as the result of his Court date being improperly recorded by the Court.

26. The allegations contained in paragraph 26 of the Complaint are denied. Mr. Williams received a failure to appear and subsequent NCDMV license notification as a result of the improper recordation by the Court. Defendant further asserts that her firm took all steps necessary to correct the matter upon learning of the mistake and, in fact, Mr. Williams' FTA was struck and his ticket was voluntarily dismissed.
27. The allegations contained in paragraph 27 of the Complaint are admitted.
28. The allegations contained in paragraph 28 of the Complaint are admitted.
29. The allegations contained in paragraph 29 of the Complaint are admitted.
30. The allegations contained in paragraph 30 of the Complaint are admitted. Defendant engaged a contract attorney, David Duke, to appear and represent Mr. Depew on his Court date. For an unknown reason, Mr. Duke did not appear and failed to notify Defendant as to the status of the case after Defendant's repeated attempts to contact him.
31. The allegations contained in paragraph 31 of the Complaint are admitted. Mr. Duke did appear in Court for Mr. Depew on or about November 16, 2007 and resolve the case.
32. The allegations contained in paragraph 32 of the Complaint are admitted.
33. The allegations contained in paragraph 33 of the Complaint are admitted.
34. The allegations contained in paragraph 34 of the Complaint are admitted.
35. The allegations contained in paragraph 35 of the Complaint are admitted. Defendant engaged contract attorney David Duke to appear and represent Mr. LaFreniere on his Court date. For an unknown reason, Mr. Duke did not appear and failed to notify Defendant as to the situation.
36. The allegations contained in paragraph 36 of the Complaint are admitted. Once Defendant was notified of the problem, Mr. Duke did resolve the matter.
37. The allegations contained in paragraph 37 of the Complaint are denied. Defendant immediately began an inquiry into the situation once she was notified of the DMV letter. Defendant spoke with Mr. LaFreniere and his daughter in a timely fashion

with regard to the matter and also provided the clients with Mr. Duke's individual contact information.

38. The allegations contained in paragraph 38 of the Complaint are admitted.
39. The allegations contained in paragraph 39 of the Complaint are admitted.
40. The allegations contained in paragraph 40 of the Complaint are admitted.
41. The allegations contained in paragraph 41 of the Complaint are denied. The true facts being that Defendant's contract attorney, Chad Hammonds, obtained a continuance from the December 31, 2007 Court date to January 29, 2008. Ms. Thomas was notified of the aforementioned continuance and was further told that she did not have to appear at any Court date.
42. The allegations contained in paragraph 42 of the Complaint are denied. The true facts of the matter being that Defendant's office made every diligent effort to communicate with Ms. Thomas in a timely fashion.
43. The allegations contained in paragraph 43 of the Complaint are admitted.
44. The allegations contained in paragraph 44 of the Complaint are admitted.
45. The allegations contained in paragraph 45 of the Complaint are admitted. The contract attorney engaged by Defendant to represent Mr. Nelson reported to Defendant that the matter was resolved via a plea of Improper Equipment. The Court costs and fines were paid to the Clerk by Defendant.
46. The allegations contained in paragraph 46 of the Complaint are admitted. Defendant made repeated attempts to contact the contract attorney Mike Rogers in order to find out why the original Waiver had not been provided. After ignoring the repeated requests of Defendant, Mr. Rogers eventually faxed an insufficient copy to the Clerk. Defendant fully refunded the client's money and engaged another contract attorney to successfully resolve the situation. Mr. Rogers' association with Defendant's firm was terminated as a result of this situation.
47. The allegations contained in paragraph 47 of the Complaint are admitted.
48. The allegations contained in paragraph 48 of the Complaint are admitted.

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WHEREFORE, having answered the above allegations, Defendant states the following with regard to the Plaintiff's charges of Defendant's violations of the Rules of Professional Conduct:

- (a) The charge of Defendant's violations of R.P.C. 7.1(a) and (e) is denied;
- (b) The charge of Defendant's violations of R.P.C. 7.1(a) is denied;
- (c) The charge of Defendant's violations of R.P.C. 1.5(e) is denied;
- (d) The charge of Defendant's violations of R.P.C. 1.3 is denied; and
- (e) The charge of Defendant's violations of R.P.C. 1.4(a)(3) and (4) is denied.

#### **FOURTH DEFENSE**

- 49. The allegations contained in paragraph 48 of the Complaint are admitted in part and denied in part as set forth hereinabove.
- 50. The allegations contained in paragraph 49 of the Complaint are admitted.
- 51. The allegations contained in paragraph 50 of the Complaint are admitted.
- 52. The allegations contained in paragraph 51 of the Complaint are admitted. Defendant engaged contract attorney David Duke to handle Ms. Bridges' matter. Mr. Duke appeared on behalf of client and notified Defendant that he had obtained a plea of Improper Equipment. Defendant mailed a \$145.00 payment to Duke and Duke never gave the money to the Clerk.
- 53. The allegations contained in paragraph 52 of the Complaint are admitted. Defendant immediately took steps to resolve the situation once client notified her of her receipt of the DMV letter. Duke has yet to respond to Defendant's numerous demands for information, but client's traffic situation was resolved and client was issued a full refund by Defendant.
- 54. The allegations contained in paragraph 53 of the Complaint are admitted.
- 55. The allegations contained in paragraph 54 of the Complaint are admitted.
- 56. The allegations contained in paragraph 55 of the Complaint are admitted. The contract attorney engaged by Defendant appeared on behalf of client and pled her to a reduced charge of 60 mph in a 55 mph zone. The contract attorney notified Defendant of the plea and Defendant immediately sent a check to the attorney for payment of the associated fines. The payment check was evidently never received, however Defendant was not notified of a problem. There was no reasonable scenario in which the Defendant could have ascertained the existence of a problem any earlier.
- 57. The allegations contained in paragraph 56 of the Complaint are admitted. Upon learning of the problem, Defendant immediately contacted the contract attorney,

discovered that the check had not been received and sent another check for payment of fines. The Clerk was paid and the matter was resolved.

58. The allegations contained in paragraph 57 of the Complaint are admitted.
59. The allegations contained in paragraph 58 of the Complaint are admitted.
60. The allegations contained in paragraph 59 of the Complaint are admitted. The contract attorney Defendant engaged to represent client had an administrative error and incorrectly entered into the file system that no fees were due with regard to the case.
61. The allegations contained in paragraph 60 of the Complaint are admitted. Client did not notify Defendant of the FTC suspension until approximately 10 months after the suspension occurred. Upon learning of the problem, Defendant immediately corrected the situation, resolved the case and issued a full refund to the client.
62. The allegations contained in paragraph 61 of the Complaint are admitted.
63. The allegations contained in paragraph 62 of the Complaint are admitted.
64. The allegations contained in paragraph 63 of the Complaint are admitted. The contract attorney handling the matter obtained a reduction of Ms. Wiley-Eberle's charge to nine over the posted speed limit; however, the contract attorney reported to Defendant's office that no costs or fines were due to the Court in the matter.
65. The allegations contained in paragraph 64 of the Complaint are admitted.
66. The allegations contained in paragraph 65 of the Complaint are denied. The true facts being that Defendant took diligent steps to ascertain the problem once Ms. Wiley-Eberle notified the firm of the NCDMV revocation letter on December 10, 2007 and had the matter resolved by December 28, 2007 via a personal delivery of the payment to the Franklin County Clerk's Office.
67. The allegations contained in paragraph 67 of the Complaint are admitted.
68. The allegations contained in paragraph 68 of the Complaint are denied. Defendant produced all information she had with regard to her trust account and vehemently denies any impropriety with regard to her maintenance of the same. Defendant further cites N.C. State Bar v. Talford, 147 N.C. App. 581, 556 S.E.2d 344 (2001) in defense of Plaintiff's allegations.

69. The allegations contained in paragraph 69 of the Complaint are admitted in part and denied in part. The true facts being that, while some of the checks mistakenly failed to denote the appropriate client designation, many of the checks produced did have the last name of the client and the corresponding Court case number on the notation line.

70. The allegations contained in paragraph 70 of the Complaint are denied. The true facts of the matter being that Defendant paid a CPA to reconcile the accounts for the practice and Defendant reviewed these reports with the CPA on a regular basis.

71. The allegations contained in paragraph 71 of the Complaint are denied. The true facts of the matter being that Defendant paid a CPA to reconcile the accounts for the practice and Defendant reviewed these reports with the CPA on a regular basis.

WHEREFORE, having answered the above allegations, Defendant states the following with regard to the Plaintiff's charges of Defendant's violations of the Rules of Professional Conduct:

- (a) The charge of Defendant's violations of R.P.C. 1.15-2(m) is admitted;
- (b) The charge of Defendant's violation of R.P.C. 1.4(a)(3) and (4) is denied;
- (c) The charge of Defendant's violation of R.P.C. 1.15-3(b)(2), (3) and (5) as well as R.P.C. 1.15-3(d)(1) and (2) is admitted in part and denied in part; and
- (d) The charge of Defendant's violation of R.P.C. 8.1(b) is denied.

**FIFTH DEFENSE:**

72. The allegations contained in paragraph 72 of the Complaint are admitted in part and denied in part as set forth above.

73. The allegations contained in paragraph 73 of the Complaint are admitted.

74. The allegations contained in paragraph 74 of the Complaint are denied. The true facts being that all clients of "TTRNC" were appropriately notified pursuant to the requirements of the Rules of Professional Conduct.

WHEREFORE, having answering the aforementioned allegations, Defendant states the following with regard to Plaintiff's charges of Defendant's violations of the Rules of Professional Conduct:

- (a) The allegations regarding Defendant's violation of R.P.C. 1.17(c)(1), (2) and (3) are denied.

WHEREFORE, having fully answered the Complaint of the Plaintiff, Defendant respectfully requests the following:

1. That the Complaint heretofore filed by Plaintiff be dismissed pursuant to Rule 12(b)(6) of the North Carolina Rules of Civil Procedure; or
2. In the alternative, that no disciplinary action be levied against Defendant;
3. That the costs of this matter be charged against Plaintiff; and
4. For such other and further relief as the Commission may deem just and proper.

Respectfully submitted, this the 12 day of August, 2009.

CULBRETH LAW FIRM, L.L.P.

BY: 

STEPHEN E. CULBRETH

Attorney for Defendant

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**CERTIFICATE OF SERVICE**

The undersigned, STEPHEN E. CULBRETH, attorney for Defendant, does hereby certify that he has duly served a copy of Defendant's Answer on the following parties by placing a copy of the same in the United States Mail, postage prepaid, addressed as follows:

Brian P.D. Oten, Esquire and  
Margaret T. Cloutier, Esquire  
Deputy Counsel for the North Carolina State Bar  
Post Office Box 25908  
Raleigh, North Carolina 27611

This the 12 day of August, 2009.

**CULBRETH LAW FIRM, L.L.P.**

BY:

  
**STEPHEN E. CULBRETH**